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10 *Attorneys for Defendants, Wells Fargo*

11 *Bank, National Association, as Trustee,*

12 *for the benefit of the Holders of*

13 *COMM 2015-CCRE27 Mortgage Trust*

14 *Commercial Mortgage Pass-Through Certificates,*

15 *and Rialto Capital Advisors, LLC*

16 **UNITED STATES DISTRICT COURT**

17 **CENTRAL DISTRICT OF CALIFORNIA**

18 NMS 1539, LLC, a Delaware limited  
19 liability company, NMS 1548, LLC, a  
20 Delaware limited liability company,  
21 NMS 1759, LLC, a Delaware limited  
22 liability company, NMS SUPERIOR  
23 APARTMENTS, LLC, a Delaware  
24 limited liability company, NMS  
25 WARNER CENTER, LLC, a California  
26 limited liability company, NMS  
27 NORTHRIDGE, LLC, a Delaware  
28 limited liability company,

Plaintiff,

v.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, AS TRUSTEE FOR  
THE BENEFIT OF THE HOLDERS  
OF COMM 2015-CCRE27  
MORTGAGE TRUST COMMERCIAL  
MORTGAGE PASS-THROUGH  
CERTIFICATES, RIALTO CAPITAL  
ADVISORS, LLC, a Delaware limited  
liability company, and DOES 1-20,

Defendants.

Case No.: 2:22-cv-06298-AS-AFM

**DEFENDANTS' RULE 26 INITIAL  
DISCLOSURES**

1 Pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, Defendants  
2 Wells Fargo Bank, National Association, as Trustee for the benefit of the Holders of  
3 COMM 2015-CCRE27 Mortgage Trust Commercial Mortgage Pass-Through  
4 Certificates (“**Lender**”) and Rialto Capital Advisors, LLC (“**Rialto**”), by and through  
5 their undersigned counsel, hereby make the following initial disclosures.

6 **Introductory Statement**

7 These initial disclosures are based upon information currently and reasonably  
8 available to Defendants and upon which Defendants may rely to support their claims  
9 or defenses. Discovery is ongoing, and Defendants reserve the right to correct,  
10 amend, supplement or modify these initial disclosures based on new or subsequently  
11 acquired information. By making these disclosures, Defendants do not represent that  
12 they are identifying every document, tangible thing or witness possibly relevant to  
13 this lawsuit, nor do Defendants waive their right to object to production of any  
14 document or tangible thing on the basis of any privilege, work-product doctrine,  
15 relevancy, undue burden or any other valid objection. Rather, Defendants’  
16 disclosures represent their good faith effort to identify information subject to the  
17 disclosure requirements of Rule 26(a)(1)(A).

18 Defendants’ disclosures are made without waiving: (1) the right to object on  
19 the ground of competency, privilege, relevancy and materiality, hearsay or any other  
20 proper ground, to the use of any such information for any purpose, in whole or in  
21 part, at any subsequent stage or proceeding in this action or any other action; (2) the  
22 right to object to the use of any such information for any purpose, or in part, at any  
23 subsequent stage of the proceeding in this or any other action; or (3) the right to object  
24 on any grounds, at any time, to any other discovery proceeding involving or relating  
25 to the subject matter of these disclosures.

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2049 Century Park East, Suite 2900  
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## **Disclosures**

Subject to and without waiving any of the above reservations and objections, Defendants make the following disclosures:

**A. Individuals Likely to Have Discoverable Information and the Subjects of Such Information:**

Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(i), and subject to the above reservations, Defendants identify the following individuals who are likely to have discoverable information that Defendants may use to support their claims or defenses:

1. Defendants' representatives: Kaveh Saberi, Senior Vice President, Niral Shah, Managing Director, and Jonathan Horowitz, Managing Director, all of whom may be contacted through undersigned counsel and may have knowledge of and information concerning the allegations and matters at issue in Plaintiffs' First Amended Complaint ("Amended Complaint"), Defendants' original Motion to Dismiss and supporting briefs filed with the Court on September 9, 2022, and Defendants' anticipated Motion to Dismiss Amended Complaint (collectively, "Motions to Dismiss"), including but not limited to: (a) the Loan Agreement attached as Exhibit A to the Amended Complaint ("Loan Agreement") and related Loan Documents; (b) the defeasance transactions completed on January 7, 2022 and January 12, 2022 ("Defeasance Transactions"), the Defeasance Agreements attached as Exhibits 1 and 2 to the Motions to Dismiss ("Defeasance Agreements"), and all other documents executed in connection with the Defeasance Transactions; (c) the transfer of the Loan to Special Servicing at Plaintiffs' request; (d) the existence of a "Cash Management Event" under the Loan Agreement and the resulting

1 consent and waiver needed from Lender before Plaintiffs could proceed  
2 with the Defeasance Transactions; (e) the fees due and payable to  
3 Lender under the Loan Agreement and owed under the Pooling and  
4 Servicing Agreement; (f) the amounts paid by Plaintiffs in connection  
5 with the Defeasance Transactions; and (f) communications between  
6 Plaintiffs and Defendants, or their respective agents or attorneys.

7 2. Midland Loan Services (“**Midland**”) representatives: Carrie Fewins,  
8 Vice President, Asset Management, Andrew Ramsey, Senior Asset  
9 Manager, and any other employees, representatives, and agents of  
10 Midland, who may have knowledge of and information concerning the  
11 allegations and matters at issue in the Amended Complaint and the  
12 Motions to Dismiss, including but not limited to: (a) the Loan  
13 Agreement and related Loan Documents; (b) the Defeasance  
14 Transactions and Defeasance Agreements; (c) the transfer of the Loan  
15 to Special Servicing at Plaintiffs’ request; (d) the existence of a “Cash  
16 Management Event” under the Loan Agreement and the resulting  
17 consent and waiver needed from Lender before Plaintiffs could proceed  
18 with the Defeasance Transactions; and (e) communications with  
19 Plaintiffs, or their respective agents or attorneys.

20 3. Plaintiffs’ representatives: Neil Shekhter, Greg Proniloff, and any other  
21 employees, owners, members, managers, agents and representatives of  
22 Plaintiffs who are unknown at this time, who may have knowledge of  
23 and information concerning the allegations and matters at issue in the  
24 Amended Complaint and the Motions to Dismiss, including but not  
25 limited to: (a) the Loan Agreement and related Loan Documents; (b) the  
26 Defeasance Transactions and Defeasance Agreements; (c) the transfer  
27 of the Loan to Special Servicing at Plaintiffs’ request; (d) the existence

1 of a “Cash Management Event” under the Loan Agreement and the  
2 resulting consent and waiver needed from Lender before Plaintiffs could  
3 proceed with the Defeasance Transactions; and (e) communications  
4 with Defendants, or their respective agents or attorneys.

5 4. 1<sup>st</sup> Service Solutions (“1<sup>st</sup> Service”) representatives: Ryan Berkshire,  
6 Stephanie Whittington, and any other employees, owners, members,  
7 managers, agents and representatives of 1<sup>st</sup> Service, who are unknown  
8 at this time, who may have knowledge of and information concerning  
9 the allegations and matters at issue in the Amended Complaint and the  
10 Motions to Dismiss, including the transfer and maintenance of the Loan  
11 in Special Servicing at Plaintiffs’ request and potential  
12 forbearance/deferral/modification of the Loan initiated by Plaintiffs.

13 5. All persons and entities, not otherwise listed, that may be disclosed in  
14 the exhibits to the Amended Complaint and Motions to Dismiss or in  
15 any other pleadings filed with the Court in this action.

16 6. All persons and entities, not otherwise listed, that may be disclosed in  
17 any documents produced by Defendants in this matter.

18 7. All persons and entities identified in Plaintiffs’ Rule 26(a)(1) initial  
19 disclosures and/or disclosed through formal or informal discovery or  
20 documents produced by Plaintiffs in this matter.

21 8. Any expert witness that Plaintiffs may retain.

22 9. Any expert witness that Defendants may retain.

23 10. Any witness needed to authenticate or lay the foundation for documents  
24 or to establish the chain of custody of any evidence.

25 **B. Documents that May be used to Support Claims or Defenses:**

26 Pursuant to Fed. R. Civ. P. 26(a)(1)(A)(ii), and subject to the above  
27 reservations, Defendants identify the following documents, or categories of  
28

1 documents, located at Defendants' and/or their counsel's places of business, that  
2 Defendants may use to support their claims or defenses:

- 3 1. All exhibits attached to or referenced in the Amended Complaint,  
4 including the Loan Agreement, together with related Loan Documents,  
5 and the Pooling and Servicing Agreement;
- 6 2. All exhibits attached to or referenced in the Motions to Dismiss,  
7 including the Defeasance Agreements, together with all documents  
8 related to the subject Defeasance Transactions;
- 9 3. All agreements between Plaintiffs and Defendants;
- 10 4. Communications between Plaintiffs and Defendants, or their respective  
11 agents or attorneys, including but not limited to those related to the Loan  
12 Agreement and related Loan Documents, the Defeasance Agreements  
13 and related documents, the Defeasance Transactions, and fees paid in  
14 connection with the Defeasance Transactions;
- 15 5. Communications between Defendants and any other third parties related  
16 to the Defeasance Transactions;
- 17 6. Documents produced by Defendants in response to any discovery  
18 requests;
- 19 7. Documents identified by Plaintiffs in their Rule 26 initial disclosures  
20 and/or obtained from or produced by Plaintiffs in their initial disclosures  
21 or in response to any discovery requests;
- 22 8. Documents produced pursuant to any subpoenas in this matter; and
- 23 9. Any other documents related to Plaintiffs' allegations or Defendants'  
24 defenses.

25 Pursuant to Rule 26(b)(5), Defendants have withheld or will withhold the  
26 following categories of documents that might otherwise be responsive, but are  
27 protected by the attorney-client privilege, work-product doctrine or consulting expert

1 privilege: (a) letters, memoranda, correspondence and other communications from  
2 Defendants to their counsel, and letters, memoranda, correspondence prepared by  
3 counsel for Defendants regarding case status, discovery, legal analysis and any other  
4 issues in this lawsuit; (b) documents of any kind prepared by Defendants or their  
5 counsel in anticipation of litigation, for trial preparation and/or at the direction of  
6 counsel pertaining to any issue in this lawsuit; and (c) documents of any kind  
7 pertaining to Defendants' counsel or their consulting experts in anticipation of  
8 litigation, for trial preparation, and/or for Defendants' benefit for any purpose  
9 relating to this lawsuit.

10 **C. Computation of Damages:**

11 Defendants' attorneys' fees and costs incurred defending this action, which are  
12 due under the Loan Agreement in such sums as may be on account with the  
13 undersigned counsel.

14 **D. Insurance Agreements:**

15 Defendants are unaware of any insurance policy that might cover any potential  
16 damage award in this litigation.

18 Dated: November 9, 2022

Respectfully submitted,

19 **POLSINELLI LLP**

21 By: /s/ Lynn K. White

22 Joel C. Gerson

23 Lynn K. White (admitted *pro hac vice*)

24 *Attorneys for Defendants, Wells Fargo  
25 Bank, National Association, as Trustee,  
26 for the benefit of the Holders of  
27 COMM 2015-CCRE27 Mortgage Trust  
28 Commercial Mortgage Pass-Through  
Certificates, and Rialto Capital Advisors,  
LLC*

## **PROOF OF SERVICE**

I am a citizen of the United States and resident of the State of California. I am over the age of eighteen years and not a party to the within action. My business address is 2049 Century Park East, Suite 2900, Los Angeles, CA 90067. I am employed in the office of a member of the bar of this Court, at whose direction the service was made.

**On November 9, 2022, I served the foregoing document(s) described as:**

## DEFENDANTS' RULE 26 INITIAL DISCLOSURES

- BY ELECTRONIC SERVICE:** By electronically mailing true and correct copies from [zyoung@polsinelli.com](mailto:zyoung@polsinelli.com) to all of the email addresses set forth in the CM/ECF Electronic Mail List.
- FEDERAL:** I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.
- Executed on **November 9, 2022**, at Los Angeles, California.

/s/ *Zelda Young*  
Zelda Young